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Vol. 78 Page 4887

AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CALIFORNIA PISTACHIO ORCHARD UNIT II

We hereby amend the Certificate of Limited Partnership of California Pistachio Orchard Unit Two, recorded January 6, 1971, in the official records in the office of the County Recorder of Santa Clara County, California, for the following reasons and in the following manner:

1) Paragraph II thereof is amended by changing the location of the principal place of business from 180 Miramonte Drive, Moraga, Ca. 94556 to 119 West Front Street, Merrill, Or. 97633.

Paragraph II is further amended to read:

(a) The name and place of business of the General Partner is:
Harold D. Hansen, 119 West Front Street, Merrill, Klamath County, Oregon 97633.

(b) The names and places of residence of the Limited Partners are:

1. Richard W. Knudtsen
22301 Pennyway
Los Altos, California 94022
2. Harold D. Hansen
Flyway Ranch, Stateline Highway
Merrill, Oregon 97633
3. Jack T. Bell
3834 Palo Alto Drive
Lafayette, California 94549
4. Vincent Baxter
170 Longmeadow Dr.
Los Gatos, California 95030
5. William T. Woodell
1724 Indian Way
Oakland, California 94611
6. Louis F. DiGiacomo
1165 Shady Oaks Drive
Napa, California 94558

2) Paragraph III is amended to read:

(a) The principal purpose of this limited partnership is to lease agricultural land for the developement of pistachio groves and to engage in any and all general business activities related to or incidental to those purposes. The partnership will engage in no other business. The certain property is located in the County of Merced, California and is described as follows:

S 1/2 of N 1/2 of N 1/2 of S 1/2 of W 1/2 of NW 1/4 of Sec 15/9/15 consisting of 5 Ac more less; and S 1/2 of N 1/2 of S 1/2 of W 1/2 of NW 1/4 of Sec 15/9/15 consisting of 10 Ac more or less; and S 1/2 of S 1/2 of W 1/2 of NW 1/4 of Sec 15/9/15 (excepting 5 Ac more or less located in the S.W. corner of the parcel known as the Building and equipment lot) consisting of 15 Ac more or less. All part of Merced County tax parcel 75-130-15

(b) The partnership shall have an option to purchase the leased premises in the year 1983 and at any 10th year anniversary thereafter. The option shall be for the greater of \$1,000 per acre or the appraised value of the land and irrigation facilities, excluding the value of the trees. At the date of the first option (1983) and if not exercised at that time, on each renewal thereafter, the lease payment per acre will be adjusted to 8% of the appraised value but never less than \$80.00 per acre per year.

3) Paragraph VI (A)(1&2) of such Certificate of Limited Partnership is amended to read:

The Capital of the Partnership shall consist of Contributions made by the Limited Partners, both original and substituted, and the share of the profits by reason of each Limited Partners contribution shall be as here below stated:

	Share of Profits	
1) Richard W. Knudtsen-----	11.308%	(4 units)
2) Harold D. Hansen-----	31.097%	(11 units)
3) William T. Woodell-----	7.070%	(2.5 units)
4) Louis F. DiGiacomo-----	7.070%	(2.5 units)
*5) Jack T. Bell-----	$\frac{\$13,163 \text{ Contributed by Jack T. Bell}}{\text{Total costs to develop the 5 units}} \times 5 \text{ units}$	
*6) Vincent N. Baxter-----	$\frac{\$13,163 \text{ Contributed by V. N. Baxter}}{\text{Total costs to develop the 5 units}} \times 5 \text{ units}$	
	Total-----30 units	

* % of Reduced Paid Up Interests will be calculated at time no additional investments are required.

4) Paragraph VI (A)(3) is amended to read:

Additional Contributions: Commencing with the year December 1, 1973 thru November 30, 1974 the farming costs are to be adjusted upward or downward on the same percentage of increase or decrease as the USDA Cost of Production Index using September 1973 as the base month. The \$72 per acre management fee is to be reduced to a \$12.00 per acre administration charge the balance of the \$72.00 (60.00) is to be included with the charge for farming costs.

5) Paragraph VII (A) is amended to read:

The General Partner shall not be entitled to reimbursement from partnership funds for expenses incurred in furthering the business of the partnership.

6) Paragraph XI (A) Delinquent Cash Contribution--is amended to read:

If any Limited Partner fails to make the required cash contribution within thirty (30) days after it falls due under Paragraph VI (A) (3) above the General Partner may elect to:

(a) Reduce wholly or partially that Limited Partners interest until the remaining interest reflects the actual cash already contributed by that limited partner to the total amount needed to fully develop the portion of the partnership.

(b) Loan to the Limited Partnership the funds not contributed by the defaulting Limited Partner, such Loan to bear interest @ 10% and be liquidated by income from that units prorata share of the profits of the partnership.

(c) Secure a substituted Limited Partner to contribute to the partnership the delinquent amount and said Limited Partner will then share prorata in all profits or losses of the partnership.

7) Paragraph XI (c) is eliminated.

8) Paragraph XII Transfer of Interest is amended entirely to read as follows:

(A) Subject to the provisions of this Section, a Limited Partner may sell, assign or otherwise transfer all or part of his interest in the Partnership to the following persons ("Permitted Transferees") without the prior consent of the General Partner:

i) Any person who is otherwise a Partner;

ii) Any "Related Person", which for the purposes, hereof shall include the spouse, parents, grandparents, parents-in-law,

- decendants, siblings, descendants or siblings, brothers-in-law or any individual partner and any entity, directly or indirectly, in control of, controlled by or under common control with any Partner; and
- iii) His estate, heirs or legal representatives in case of death or his legal representatives in case of incapacity.

(B) Each Permitted Transferee shall (i) deliver a properly executed assignment to the General Partner or other applicable proof of succession to the interest of the transferor partner, together with an assumption by the Permitted Transferee of the duties and obligations of a Limited Partner hereunder, and (ii) execute such other instruments as the General Partner reasonably shall deem necessary to constitute such Permitted Transferee a Partner of the Partnership.

(C) The General Partner may require any Permitted Transferee to represent that he is acquiring the interest for his own account for investment and not with a view to the sale or distribution thereof.

(D) In the case of each such transfer, the Limited Partner shall cease to be delivered to the General Partner an opinion of counsel, in form and substance satisfactory to the Partnership's counsel, to the effect that (i) such transfer will not impair the ability of the Partnership to be taxed as a partnership under Federal income tax laws and (ii) such transfer will not violate Federal securities laws or applicable State securities laws.

(E) The transfer to a Permitted Transferee may be made by will, trust (whether inter-vivos or testamentary) or by operation of law.

(F) Transfer to Other Persons. A Limited Partner may sell, assign, transfer or otherwise dispose of his interest in the Partnership to any person who is not a Permitted Transferee only upon the following terms and conditions:

(1) A Limited Partner may assign all or any part of his interest in the Partnership to a person who is, or is lawfully empowered to become and becomes, a Limited Partner in the Partnership in respect of such interest or such part thereof, only if prior thereto either the General Partner in its sole discretion, consents in writing to such assignment and only if (a) the General Partner is satisfied that (i) such person meets the standards initially required of Limited Partners with respect to net worth, income and residence and (ii) the assignment will not impair the ability of the Partnership to be taxed as a partnership; and (b) such person furnishes (i) an opinion of counsel, satisfactory in form and substance to the Partnership, to the effect that such assignment will not violate the Federal securities laws or applicable State securities laws and (ii) an instrument, in form and substance satisfactory to the General Partner in which such person represents that he is acquiring the interest for his own account for investment and not with a view to the sale or distribution thereof and agrees to comply with the terms of this Agreement and to execute any and all documents that the General Partner may deem necessary in connection with the assignment of such interest in the Partnership and admission of such person as a Limited Partner.

(2) If a Limited Partner becomes bankrupt, the trustee or receiver of such Limited Partner shall have all the rights of a Limited Partner for the sole purpose of settling the business of such Limited Partner; provided, however, that if the General Partner in its sole discretion after taking into account the factors set forth in this section (a) hereof to the extent applicable, consents in writing to an assignment, such trustee or receiver, or an assignee thereof, may be substituted as a Limited Partner in the Partnership.

(3) If the General Partner consents to the admission of a person as a Substituted Limited Partner, this Agreement shall be amended in accordance with the provisions of the laws of the State of California, all other steps shall be taken which in the opinion of the General Partner are necessary to admit such person under the Partnership Act as a Substituted Limited Partner and such person shall thereupon become a Substituted Limited Partner within the meaning of the Act.

(G) All costs and expenses incurred by the Partnership in connection with any disposition of a Partnership interest or any part thereof pursuant to this Article and another person's becoming a Substituted Limited Partner in the Partnership in respect of such interest or such part thereof, including any filing, recording and publishing costs and the fees and disbursements of counsel, shall be paid by the Partner disposing of such interest or such part hereof.

9) Paragraph XIII is eliminated.

10) Paragraph XVII is eliminated.

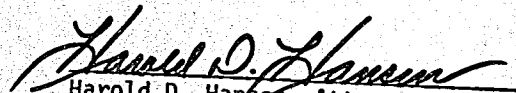
Dated: March 10, 1978


Harold D. Hansen, General Partner

LIMITED PARTNERS:

Richard W. Knudtsen
Harold D. Hansen
Jack T. Bell
Vincent Baxter
William T. Woodell
Louis F. DiGiacomo

By their Attorney-in-Fact, pursuant
to Power of Attorney granted for
this purpose


Harold D. Hansen, Attorney-in-Fact

STATE OF OREGON)
COUNTY OF KLAMATH) ss

4891

This day appeared before me, Sharon K. Green, A Notary Public, in and for said State and County, Harold D. Hansen, known to me to be the General Partner of California Pistachio Orchard Unit Two, a California Limited Partnership, and acknowledged that he is the duly constituted Attorney-in-Fact for each of the above named Limited Partners; that he executed the foregoing Amendment to Certificate of Limited Partnership as said Attorney-in-Fact for and on behalf of said Limited Partners and that he was fully authorized to do so.

IN WITNESS WHEREOF, I have placed my hand and affixed my Notarial Seal this 10th day of March, 1978.

Sharon K. Green
Notary Public
My Commission Expires October 11, 1981

STATE OF OREGON)
COUNTY OF KLAMATH) ss

On March 10, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold D. Hansen, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and Official Seal.

Sharon K. Green
Notary Public in and for said County and State
My Commission Expires October 11, 1981

Ret: Harold Hansen
PD 17441
Marshall (In 97633)
STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 14th day of March A.D., 19 78 at 3:48 o'clock P.M., and duly recorded in Vol M78 of Articles of Partnership on Page 4887.

FEE \$15.00

WM. D. MILNE, County Clerk
By Bernice A. Helsch

Deputy